

IN THE COURT OF COMMON PLEAS

CUYAHOGA COUNTY, OHIO

TROY AND SHANNON _____,)

INDIVIDUALLY, AS HUSBAND AND WIFE,)

AND AS LEGAL GUARDIANS AND NEXT)

FRIENDS OF MITCHELL _____,)

A MINOR,)

)

PLAINTIFFS)

)

vs.) **CASE NUMBER:**

)

DAIMLERCHRYSLER CORPORATION)

A Delaware Corporation) **JUDGE:**

Serve: CT Corporation Systems)

1300 East 9th Street)

Cleveland, Ohio 44114)

)

TRW AUTOMOTIVE INC.)

A Delaware Corporation)

Serve: The Corporation Trust Company) **COMPLAINT**

Corporation Trust Center)
1209 Orange Street) **Jury Demand**
Wilmington, Delaware 19801) **Endorsed Hereon**
)
TRW INC.)
An Ohio Corporation)
Serve: CT Corporation System)
17 South High Street)
Columbus, Ohio 43215)
)
TANSKY, INC.)
An Ohio Corporation)
Serve: Thomas J. Tansky)
1885 Abbotsford Green Drive)
Powell, Ohio 43065)
)
TANSKY, INC. d/b/a TANSKY'S)
BUY HERE-PAY HERE)
An Ohio Corporation)
Serve: Thomas J. Tansky)
1885 Abbotsford Green Drive)
Powell, Ohio 43065)
N. MAPLE BUY-PAY HERE, INC. d/b/a)

TANSKY'S BUY HERE-PAY HERE)

An Ohio Corporation)

Serve: John J. Tansky)

297 East Main Street)

Logan, Ohio 43138)

)

MUFFLER & TIRE CENTER, INC.)

An Ohio Corporation)

Serve: Albert Parmer)

102 South 6th Street)

Zanesville, Ohio 43701)

)

FINITZER CHRYSLER PLYMOUTH, INC.)

An Ohio Corporation)

Serve: Sandra L. Finitzer)

1921 Otsego Avenue)

Coschocton, Ohio 43812)

)

JOHN DOES 1 THROUGH 10,)

)

DEFENDANTS)

Plaintiffs Troy and Shannon _____, individually and as the parents, legal guardians and next friends of Mitchell _____, a minor, for their claims and causes of action against the above named defendants, state and allege as follows.

Parties

1. Plaintiffs Troy and Shannon _____ are adults, are husband and wife, and are the natural and legal parents, guardians and next friends of Mitchell _____. Mitchell _____ is a minor. Plaintiffs are residents and citizens of Muskingum County, Ohio.

2. Defendant DaimlerChrysler Corporation, f/n/a Chrysler Corporation (“DaimlerChrysler”) is a foreign corporation organized and existing according to the laws of the State of Delaware. At all relevant times, DaimlerChrysler conducted business in the State of Ohio. At all relevant times, DaimlerChrysler was engaged in the business of designing, manufacturing, testing, distributing, marketing and selling automobiles and automobile service related literature in the State of Ohio. DaimlerChrysler committed tortious acts in the State of Ohio in that it designed, tested, manufactured, distributed, marketed, advertised and sold a 1994 Dodge Intrepid, VIN 2B3ED46T5RH235801 (the "subject Intrepid"), and related service and maintenance literature, for ultimate distribution, sale and use in the State of Ohio.

3. In 1998, Chrysler Corporation merged with Daimler Benz AG. Following that merger, effective November 17, 1998, Chrysler Corporation changed its name to

DaimlerChrysler Corporation. DaimlerChrysler assumed the liabilities of Chrysler Corporation. DaimlerChrysler is subject to the jurisdiction of this Court and is a “manufacturer” as that term is used in R.C. §2307.71(I).

4. The Registered Agent for service of process on defendant DaimlerChrysler is in Cuyahoga County, Ohio. Venue is therefore proper in this Court pursuant to OH.Civ.R. 3(B)(12).

5. Defendant TRW Automotive Inc. is a foreign corporation organized and existing according to the laws of the State of Delaware. Defendant TRW INC. is and/or was, at all relevant times, a corporation organized and existing under the laws of the State of Ohio. At all relevant times, TRW Automotive Inc. and TRW INC. (hereinafter referred to collectively as “TRW”) conducted business in the State of Ohio and owned, operated and occupied real property at 1900 Richmond Road in Cuyahoga County, Cleveland, Ohio. At all relevant times, the Cleveland facility was the world headquarters of TRW, and the TRW engineering and assembly facilities that were involved in the business of designing, manufacturing, testing, distributing, marketing and selling automobile components for use in the subject Intrepid’s steering system were owned, operated, managed, directed, and controlled in all respects by TRW’s Cleveland headquarters. TRW committed tortious acts in the State of Ohio in that it designed, tested, manufactured, distributed, and sold a component known generally as a “power rack and pinion steering system” for ultimate distribution, sale and use in the State of Ohio. Both

TRW defendants are subject to the jurisdiction of this Court and both are “manufacturers” as that term is used in R.C. §2307.71(I).

6. The conduct giving rise to one or more of the claims asserted herein against TRW arose in Cuyahoga County, Ohio. Venue is therefore proper in this Court pursuant to OH.Civ.R. 3(B)(3).
7. Defendant Tansky, Inc. is a corporation organized and existing according to the laws of Ohio. At all relevant times, Tansky, Inc. owned and operated a new car dealership in Zanesville, Ohio that was authorized by defendant DaimlerChrysler to sell DaimlerChrysler vehicles, and to repair, service, maintain and install components on automobiles manufactured by DaimlerChrysler. Tansky, Inc. is subject to the jurisdiction of this Court and is a “supplier” as that term is used in R.C. §2307.71(O).
8. Defendant Tansky, Inc. d/b/a Tansky’s Buy Here-Pay Here is a corporation organized and existing according to the laws of Ohio. At all relevant times, Tansky, Inc. d/b/a Tansky’s Buy Here-Pay Here was owned and/or controlled by Tansky, Inc., was a used car dealership in Zanesville, Ohio and was authorized to sell, lease, distribute and finance used automobiles, as well as to repair, service, maintain and install components on automobiles manufactured by defendant DaimlerChrysler. Tansky, Inc. d/b/a Tansky’s Buy Here-Pay Here is subject to the jurisdiction of this Court and is a “supplier” as that term is used in R.C. §2307.71(O).

9. Defendant N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here is a corporation organized and existing according to the laws of Ohio. At all relevant times, N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here was a used car dealership in Zanesville, Ohio and was authorized to sell, lease, distribute and finance used automobiles, as well as to repair, service, maintain and install components on automobiles manufactured by defendant DaimlerChrysler. N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here is subject to the jurisdiction of this Court and is a "supplier" as that term is used in R.C. §2307.71(O).

10. Defendant Muffler & Tire Center, Inc. is a corporation organized and existing according to the laws of Ohio. At all relevant times, defendant Muffler & Tire Center, Inc. owned and operated a business in Zanesville, Ohio that was conducted for the purpose of providing necessary and properly performed repair, service, maintenance and component installation work on automobiles manufactured by, among others, defendant DaimlerChrysler. Defendant Muffler & Tire Center, Inc. is subject to the jurisdiction of this Court and is a "supplier" as that term is used in R.C. §2307.71(O).

11. Defendant Finitzer Chrysler Plymouth, Inc. was, at all relevant times, a corporation organized and existing according to the laws of Ohio. At all relevant times, defendant Finitzer Chrysler Plymouth, Inc. owned and operated a new car dealership in Coshocton, Ohio that was authorized by defendant DaimlerChrysler to repair, service, maintain and install components on automobiles manufactured

by defendant DaimlerChrysler. Finitzer Chrysler Plymouth, Inc. is subject to the jurisdiction of this Court and is a “supplier” as that term is used in R.C. §2307.71(O).

12. John Doe defendants 1 through 10 include (1) any entity that was, at any time, owned, operated, controlled or affiliated with defendant TRW, or any of TRW’s predecessor corporations, that had responsibility for designing, manufacturing, testing, labeling, distributing, marketing and selling the power rack and pinion steering system and any related service or technical literature that was used on and with the subject Intrepid, (2) any person or entity that owns, controls or operates all or some of the “Tansky’s Buy Here-Pay Here” used car dealership in Zanesville, Ohio, and (3) any person or entity that performed relevant service, repair or maintenance work on the subject Intrepid.

13. Insofar as is material to this action, the activities of defendants (i) Tansky, Inc., (ii) Tansky, Inc. d/b/a Tansky’s Buy Here-Pay Here and (iii) N. Maple Buy-Pay Here, Inc. d/b/a Tansky’s Buy Here-Pay Here were closely related, coordinated and integrated, although always subject to complete and ultimate supervision, control and domination, and/or the right of supervision, control and domination, by Tansky, Inc. Tansky, Inc. and/or N. Maple Buy-Pay Here, Inc. operated “Tansky’s Buy Here-Pay Here” as a mere instrumentality or tool and controlled and dominated it to such an extent that Tansky’s Buy Here-Pay Here did not have a separate mind, will or existence of its own. Specifically, these defendants worked together, as part of a common plan, in buying, selling, financing,

repairing, inspecting, warranting, maintaining, testing and evaluating automobiles, including the subject Intrepid involved in this action.

14. Insofar as is material to repair, maintenance and service work performed on the subject Intrepid, the activities of defendants Tansky, Inc., N. Maple Buy-Pay Here, Inc. and Muffler & Tire Center, Inc. were closely related, coordinated and integrated, although always subject to complete and ultimate supervision, control and domination, and/or the right of supervision, control and domination, by Tansky, Inc. and/or N. Maple Buy-Pay Here, Inc. In the alternative, these defendants were engaged in a joint venture or joint enterprise. In either event, the purpose of these defendants' relationship was to repair, inspect, maintain, test, evaluate and install components on automobiles that had been sold by Tansky, Inc., Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here to consumers.

Allegations Relating To The Subject Vehicle and the LH Platform

15. On or about February 5, 1994, the subject Intrepid was manufactured by DaimlerChrysler.
16. The subject Intrepid was part of what is known as the "LH" platform or vehicle family. The relevant "LH" vehicle family includes those vehicles manufactured by DaimlerChrysler from 1993 – 2000 and sold as the Dodge Intrepid, the Eagle

- Vision, the Chrysler New Yorker, the Chrysler LHS, the Chrysler Concorde, and the Chrysler 300M.
17. The “in service” date for the subject Intrepid was March 12, 1994.
 18. On or about March 15, 1994, the subject Intrepid was purchased new by Mark and Doreen Fabian in the State of Ohio from an authorized DaimlerChrysler dealership, Village Motors, Inc.
 19. On or after March 15, 1994, all of the defendants knew or could have known that the original owners of the subject Intrepid were Mark and Doreen Fabian and knew or could have known the Fabians’ address.
 20. On or about August 9, 1999, DaimlerChrysler issued recall TSB837, Campaign #99V215000. The recall related to the replacement of the lower control arms on certain DaimlerChrysler vehicles, including the subject Intrepid.
 21. On or about March 20, 2000, recall TSB837 was performed on the subject vehicle by defendant Finitzer when the vehicle was brought into the dealership by the Fabians.
 22. On or about May 18, 2000, ownership of the subject Intrepid was transferred by the Fabians to defendant Tansky, Inc.
 23. On or about May 23, 2000, defendant Tansky, Inc. transferred ownership of the subject Intrepid to defendant Tansky, Inc. d/b/a Tansky’s Buy Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky’s Buy Here-Pay Here.

24. The subject Intrepid was owned by defendants Tansky, Inc. and/or Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here from May 18, 2000 until August 18, 2000.
25. On August 18, 2000, the subject Intrepid was sold by defendants Tansky, Inc. and/or Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here to a consumer named Joseph Proffitt.
26. On several occasions after August 18, 2000, Mr. and/or Mrs. Proffitt had the subject Intrepid serviced by defendant Muffler & Tire Center, Inc., including service that related to one or more components in the steering system. On information and belief, the charges associated with these repairs were paid to Muffler & Tire Center, Inc., in whole or in part, by defendants Tansky, Inc. and/or Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here.
27. On at least one occasion after August 18, 2000, Mr. and/or Mrs. Proffitt had the subject Intrepid serviced by J&D Automotive, Inc. On information and belief, the charges associated with these repairs were paid to J&D Automotive, Inc., in whole or in part, by defendants Tansky, Inc. and/or Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here. For the purposes of performing these repairs, J&D Automotive, Inc. was acting as the agent of Tansky, Inc. and/or Tansky, Inc. d/b/a Tansky Buy

Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here.

28. On several occasions after August 18, 2000, Mr. and/or Mrs. Proffitt had the subject Intrepid serviced by defendant Tansky, Inc., including service that related to one or more components in the steering system. On information and belief, the charges associated with these repairs were paid, in whole or in part, by defendants Tansky, Inc. and/or Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here and/or N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here.
29. After August 18, 2000, but well prior to October 29, 2001, all of the defendants knew or could have known that the owner of the vehicle was Joseph Proffitt, and knew or could have known Mr. Proffitt's address.
30. On October 29, 2001, the subject Intrepid was being driven by Mrs. Proffitt in the State of Ohio, County of Muskingum, when the steering in the vehicle failed suddenly and without warning, causing her to lose control of the vehicle. The vehicle crossed the center-line of the highway and violently crashed head-on into a vehicle that was traveling in the opposite direction. The vehicle that the subject Intrepid crashed into was occupied by plaintiffs Shannon and Mitchell _____.
31. At the time it was sold by DaimlerChrysler, and at the time of the crash, the subject Intrepid contained a power rack and pinion steering system that was intended by DaimlerChrysler and TRW to provide the driver with a way to

control the vehicle through driver input into the steering wheel. This system was, in part, comprised of the following components:

- a. A rack and pinion steering gear;
- b. Bolts and bushings to attach the rack and pinion steering gear to the frame or vehicle structure;
- c. Two inner tie rods;
- d. Two inner tie rod bushings;
- e. Two bolts used for the attachment of the inner tie rod ends to the rack and pinion steering gear;
- f. An inner tie rod plate; and
- g. An inner tie rod locking bracket.

These components will be collectively referred to hereinafter as the “steering system.”

32. A “steering system” identical to that used on the subject Intrepid was also used on all 1993-1997 LH model vehicles manufactured by defendant DaimlerChrysler, including the Eagle Vision, the Chrysler New Yorker, the Chrysler Concorde and the Chrysler LHS.

33. With the exception of the inner tie rod attachment bolts and the inner tie rod bushings, the remainder of the “steering system” used on the subject Intrepid was also used on the 1998 – 2000 Eagle Vision, Chrysler New Yorker, Chrysler Concorde, Chrysler LHS, Chrysler 300M and Dodge Intrepid.
34. The “steering system” used on the subject Intrepid is and was known generally as a “center take off” system, meaning the inner tie rods are mechanically fastened to or near the center of the rack and pinion steering gear, as opposed to an “end take off” system, where the inner tie rods are mechanically fastened to the ends of the steering gear.
35. As the LH platform began to go through the design process, DaimlerChrysler determined that TRW would assist in the design, development, testing, assembly and distribution of the “steering system,” both for DaimlerChrysler and to aftermarket parts suppliers.
36. The “steering system” and related service literature that was ultimately used on and with the subject Intrepid was jointly designed, tested, produced, made, constructed, labeled and sold by DaimlerChrysler and TRW.
37. Prior to the work it performed during the development of the “steering system” for the LH vehicles, TRW had never designed or manufactured a “center take off” rack and pinion steering system. During this development process, DaimlerChrysler learned that TRW had no prior experience with the design of “center take off” steering gears.

38. Prior to the commencement of production of the LH family of vehicles, TRW designed an “end take off” power rack and pinion steering system that could have been packaged into the LH family of vehicles and would have improved the handling and steering geometry of the vehicles, as well as the safety, durability and reliability of the system. On information and belief, this “end take off” system was presented to DaimlerChrysler by TRW as a technically and economically feasible alternative design for the LH vehicle family.
39. DaimlerChrysler rejected TRW’s proposed “end take off” system, primarily because the LH family’s “image vehicle,” an Audi, utilized a “center take off” system. On information and belief, additional reasons why DaimlerChrysler decided to stay with the “center take off” system included DaimlerChrysler’s desire to get the LH family of vehicles to market, to capitalize on the alleged “European feel” of the vehicles, to save the costs associated with any delay in production and to maximize its sales and profit on the LH vehicles.
40. Beginning shortly after the production of the LH family of vehicles began and up through the date of the crash of the subject Intrepid, DaimlerChrysler received or was otherwise made aware of thousands of reports from consumers of steering related problems with the entire LH family of vehicles, including the Intrepid. These complaints included reported instances of sudden failures of each of the “steering system” components identified above, as well as the consequential loss of control that occurred after such failures. On information and belief, these reports were made known to TRW.

41. Beginning shortly after the production of the Intrepid began and up through the date of the crash, DaimlerChrysler received or was otherwise made aware of numerous reports from its own employees and dealers of steering related problems with the entire LH family of vehicles, including the Intrepid. These complaints included reported instances of sudden failures of each of the “steering system” components identified above, as well as the consequential loss of control that occurred after such failures. On information and belief, these reports were made known to TRW.

42. Beginning shortly after the production of the Intrepid began and up through the date of the crash, DaimlerChrysler and TRW received or otherwise became aware of numerous reports from consumers, their own employees, DaimlerChrysler dealers, and their own internal evaluations, that some of the steering related problems with the entire LH family of vehicles, including the Intrepid, were being caused, in part, by what DaimlerChrysler and TRW considered to be inadequate or improper servicing of the “steering system” components. The inadequate or improper servicing that DaimlerChrysler and TRW believed was to blame for some of these problems included, but was not limited to, the manner in which the various components in the “steering system” were being reassembled by service technicians after work had been performed on the system.

43. In early 1996, DaimlerChrysler and TRW determined that one way to try and reduce the number of catastrophic failures of the “steering system” they were seeing in the field, and to reduce the need for repair work on the system, was to

increase the torque on the bolts that attached the inner tie rods to the rack and pinion steering gear. On or about April 16, 1996, DaimlerChrysler and TRW made a “running change” to the production of LH vehicles and the “steering system” and increased the torque on these bolts. Despite having actual knowledge that an increase in the torque specification would decrease the substantial hazards associated with the original design, DaimlerChrysler and TRW did nothing to notify consumers who had purchased vehicles manufactured prior to the date of the “running change” that the inner tie rod bolts in their LH vehicles should be checked and torqued to the new specification, nor did they notify dealers or service technicians of the need to inspect existing LH product inventory or vehicles brought in for unrelated service with respect to this issue.

44. In late 1996, DaimlerChrysler and TRW determined that another way to try and reduce the number of catastrophic failures of the “steering system” they were seeing in the field, and to reduce the need for repair work on the system, was to replace the inner tie rod bushings with bushings made from a compound that was able to survive the environment in the engine compartment, particularly the environment as it related to heat and fluid compatibility. On or about January 1, 1997, DaimlerChrysler and TRW made another “running change” to the production of LH vehicles and replaced the original, defective bushings with the newly designed bushings. Despite having actual knowledge that this change would decrease the substantial hazards associated with the original design, however, DaimlerChrysler and TRW did nothing to notify consumers who had purchased vehicles manufactured prior to the date of the “running change” that

they needed to have their original, defective bushings replaced, nor did they notify dealers or service technicians of the need to inspect existing LH product inventory or vehicles brought in for unrelated service with respect to this issue.

45. Sometime in 1999, DaimlerChrysler and TRW determined that the torque specification increase referenced above was still inadequate to prevent the loosening, fracturing and failure of the tie rod attachment bolts that was being reported from the field. Thus, in yet another effort to try and reduce the number of catastrophic failures of the “steering system” they were seeing in the field, and to reduce the need for repair work on the system, the torque specification for the bolts that attached the inner tie rods to the rack and pinion steering gear was increased again. On or about December 31, 1999, DaimlerChrysler advised its dealers of this change in specifications. Despite having actual knowledge that this second increase in the torque specification would decrease the substantial hazards associated with the original design, DaimlerChrysler and TRW did nothing to notify consumers who had purchased vehicles manufactured prior to the date of the new specification that the inner tie rod bolts in their LH vehicles should be checked and torqued to the new specification, nor did they notify dealers or service technicians of the need to inspect existing LH product inventory or vehicles brought in for unrelated service with respect to this issue.

46. During this time, numerous complaints and reports of failures in the “steering system” of the LH vehicles continued to be sent to DaimlerChrysler by

consumers. On information and belief, these reports were provided to TRW by DaimlerChrysler.

47. Sometime in late 1999 or early 2000, DaimlerChrysler and TRW confirmed, again, that the inner tie rod bolts on the LH vehicles were failing at an alarming rate in part because many DaimlerChrysler dealers and other service technicians performing work on the defective “steering system” were unaware of how to do the repair work correctly or were simply unable to physically do the work correctly given the design defects in the “steering system.” In or around June of 2000, DaimlerChrysler advised its dealers, through the issuance of a Technical Service Bulletin, of the importance of torquing the attachment bolts to the new specifications. However, the information that was provided was untimely and inadequate, and even what was provided was not made available to aftermarket service suppliers, was not made available in a way that insured all DaimlerChrysler dealership employees would understand or heed it, and was not provided to consumers. Moreover, DaimlerChrysler and TRW did not advise anyone of the need to have any and all LH vehicles, including the subject Intrepid, immediately inspected for problems associated with the defects in the “steering system,” particularly those problems that could result in loss of vehicle control.

48. Sometime in the summer of 2000, DaimlerChrysler and TRW determined that the design of the inner tie rod attachment bolts on the LH vehicles was preventing many DaimlerChrysler dealers, and other service technicians performing work on the defective “steering system,” from correctly and properly doing the work

needed to keep the defective system in even a reasonably safe condition given the design defects in the “steering system.” In or around September of 2000, DaimlerChrysler advised its dealers, through the issuance of another Technical Service Bulletin, that a newly designed bolt was being made available in an effort to try and keep these defective “steering systems” from failing. However, the information that was provided was untimely and inadequate, and even what was provided was not made available to aftermarket service suppliers, was not made available in a way that insured all DaimlerChrysler dealership employees would understand or heed it, and was not provided to consumers. Moreover, DaimlerChrysler and TRW did not advise anyone of the need to have any and all LH vehicles, including the subject Intrepid, immediately inspected for problems associated with the defects in the “steering system,” particularly those problems that could result in loss of vehicle control. In addition, DaimlerChrysler and TRW did not take any steps to withdraw the defective, previous version of the attachment bolt from parts suppliers and dealership inventories.

49. Shortly thereafter, DaimlerChrysler sent “D-Mail” to its dealers on some of these issues. However, the information that was provided was untimely and inadequate, and even what was provided was not made available to aftermarket service suppliers, was not made available in a way that insured all DaimlerChrysler dealership employees would understand or heed it, and was not provided to consumers. Moreover, DaimlerChrysler and TRW did not advise anyone of the need to have any and all LH vehicles, including the subject Intrepid, immediately inspected for problems associated with the defects in the “steering system,”

particularly those problems that could result in loss of vehicle control. In addition, DaimlerChrysler and TRW did not take any steps to withdraw the defective, previous version of the attachment bolt from parts suppliers and dealership inventories.

50. Over the next few weeks, DaimlerChrysler again attempted to supply information about the defects in the “steering system” to its dealership network. Again, however, the information that was provided was untimely and inadequate, and even what was provided was not made available to aftermarket service suppliers, was not made available in a way that insured all DaimlerChrysler dealership employees would understand or heed it, and was not provided to consumers. Moreover, DaimlerChrysler and TRW did not advise anyone of the need to have any and all LH vehicles, including the subject Intrepid, immediately inspected for problems associated with the defects in the “steering system,” particularly those problems that could result in loss of vehicle control. In addition, DaimlerChrysler and TRW did not take any steps to withdraw the defective, previous version of the attachment bolt from parts suppliers and dealership inventories.

51. Towards the end of calendar year 2000, DaimlerChrysler made an effort to supply information about the defects in the “steering system” to some of the aftermarket providers of automotive parts and services. Again, however, the information that was provided was untimely and inadequate, was not sent to the proper people and/or entities, and even what was provided was not made available in a way that insured that persons reading it would understand or heed it, and it

was not provided to consumers. Moreover, DaimlerChrysler and TRW did not advise anyone of the need to have any and all LH vehicles, including the subject Intrepid, immediately inspected for problems associated with the defects in the “steering system,” particularly those problems that could result in loss of vehicle control. In addition, DaimlerChrysler and TRW did not take any steps to withdraw the defective, previous version of the attachment bolt from parts suppliers and dealership inventories.

52. At all relevant times, DaimlerChrysler was advising TRW of all of the acts, reports and decisions set forth above, and TRW was involved in all decision making on these issues, including the decision to withhold and conceal this very important safety information from consumers.

53. At all relevant times, defendants DaimlerChrysler, TRW, Tansky, Inc., Tansky, Inc. d/b/a Tansky’s Buy Here-Pay Here, N. Maple Buy-Pay Here, Inc. d/b/a/ Tansky’s Buy Here-Pay Here, Muffler & Tire Center, Inc. and Finitzer Chrysler Plymouth, Inc. knew that if a tie rod attachment bolt backed out, became loose, broke or otherwise failed to the point that one of the tie rods was no longer attached to the rack and pinion steering gear or was only loosely attached, the vehicle would no longer be capable of being safely steered with both front wheels, that a loss of control would likely result, and that persons in the vehicle or in proximity thereto could be seriously injured or killed.

Allegations Relating To Plaintiffs' Damages

54. When the subject Intrepid crashed into the front of plaintiffs' vehicle, plaintiffs sustained catastrophic, permanent and life-altering losses and damages.
55. On impact with the subject Intrepid, plaintiff Shannon _____, who was restrained in her vehicle's seat belt system, sustained multiple permanent and severe injuries, including but not limited to decreased mental status, a closed head injury, blunt trauma, respiratory failure (ARDS), a fractured acetabulum and right femur, a fractured mandible, a fractured ulnar, traumatic knee injuries, and countless other injuries. These injuries resulted in multiple hospitalizations and medical treatments, including but not limited to injections, intubations, surgical procedures, catheterizations, a tracheostomy, mechanical ventilation, placement of a feeding tube, the placement of numerous metal screws, plates and rods for fracture repair, the placement of arterial and venous lines, suctionings, and countless other painful, debilitating and invasive procedures. In sum, Shannon _____ has sustained and will in the future sustain injuries and damages as follows:
 - a. Shannon has sustained and will in the future sustain severe, permanent, disabling and disfiguring injuries;
 - b. Shannon has sustained and will in the future sustain constant physical pain and suffering and resultant mental anguish;
 - c. Shannon has sustained and will in the future sustain the loss of the capacity for the enjoyment of life;
 - d. Shannon has incurred substantial medical expenses and will in the future incur expenses for hospitalization, medical and nursing care and treatment; and

- e. Shannon has lost and will in the future lose substantial earnings and income, as well as the capacity to earn income.

56. On impact with the subject Intrepid, plaintiff Mitch _____, who was restrained in a child safety seat that was in turn restrained in his vehicle's seat belt system, sustained multiple permanent and severe injuries, including but not limited to decreased mental status, severe cognitive deficits, a very severe head injury that included comminuted and depressed frontal bones, orbital fractures, large dural lacerations with both frontal lobes necrotic and hemorrhagic, a left frontal hematoma, post-traumatic hydrocephalus, a post-traumatic cerebral aneurysm, a subdural hematoma, extensive right frontal bone fractures, left hemiplegia, respiratory failure, and countless other injuries. These injuries resulted in multiple hospitalizations and medical treatments, including but not limited to injections, intubations, surgical procedures, catheterizations, mechanical ventilation, the placement of feeding tubes, the placement of arterial and venous lines, suctionings, the placement and replacement of shunts, and countless other painful, debilitating and invasive procedures. In sum, Mitchell _____ has sustained and will in the future sustain injuries and damages as follows:

- a. Mitchell has sustained and will in the future sustain severe, permanent, disabling and disfiguring injuries;
- b. Mitchell has sustained and will in the future sustain constant physical pain and suffering and resultant mental anguish;
- c. Mitchell has sustained and will in the future sustain the loss of the capacity for the enjoyment of life;
- d. Mitchell has incurred substantial medical expenses and will in the future incur expenses for hospitalization, medical and nursing care and treatment; and

- e. Mitchell has lost and will in the future lose substantial earnings and income, as well as the capacity to earn income.
57. As a direct and proximate result of the injuries and losses sustained by Shannon and Mitchell as set forth above, plaintiff Troy _____ has been caused to pay medical expenses incurred as a result of the injuries suffered by Shannon and Mitchell.
58. As a direct and proximate result of the injuries and losses sustained by Shannon as set forth above, plaintiff Mitchell _____ has been caused to lose his mother's consortium, including her society, companionship, affection, comfort, guidance and counsel.
59. As a direct and proximate result of the injuries and losses sustained by plaintiff Shannon _____ as set forth above, plaintiff Troy _____ has suffered the losses associated with the impairment of his spouse's ability to perform services as a wife in the discharge of her domestic and household duties, has suffered economic losses as a consequence of her inability to assist with household work, suffered loss of the capacity for the enjoyment of life, and suffered the loss and impairment of his spouse's companionship, instruction, guidance, counsel, aid, assistance, comfort, consortium and society.
60. As a direct and proximate result of the injuries and losses sustained by plaintiff Mitchell _____ as set forth above, plaintiffs Troy and Shannon _____

have suffered losses of filial consortium, including Mitchell's services, society, companionship, comfort, love and solace.

61. The acts of DaimlerChrysler and TRW as set forth in this Complaint manifested a flagrant disregard of the safety of persons who might or could have been harmed by the defects in the "steering system" in the LH vehicle family, including the subject Intrepid. In this regard, the allegations contained herein establish that:
 - a. There was a high likelihood that serious harm would result if the "steering system" failed as it did here;
 - b. Both DaimlerChrysler and TRW had a high degree of awareness of the likelihood that serious harm would result if the "steering system" failed; for example, both defendants had actual knowledge of field failures of the "steering system" long before the crash involved here, both defendants had actual knowledge that the "steering system" had not been properly tested during the design phase, both defendants had actual knowledge that a high percentage of "steering systems" were being improperly repaired by service technicians, and both defendants had actual knowledge that design modifications were necessary to the system to lessen the likelihood that failure would occur;
 - c. Both DaimlerChrysler and TRW made a substantial profit on the sale of the LH family of vehicles, and both made substantial additional profit, and continue to this day to make profit on, the massive and almost

unprecedented sales of aftermarket parts necessary to replace the originally defective parts, most of which DaimlerChrysler refused to pay for under warranty – so these defendants sold defective products and then forced consumers to pay for replacement parts, many of which suffered from the same defects as the original parts and had to be replaced again and again – thus doubling and tripling their profits as a consequence of the defective design;

- d. The misconduct associated with the design, testing, production and sale of the “steering system” and the LH vehicles that used it continued from 1993 to at least 2000 and resulted in the sale of hundreds of thousands of vehicles, and hundreds of thousands of replacement parts. All of the defects that were actually known to TRW and DaimlerChrysler were completely concealed from consumers, and many consumers were lied to by DaimlerChrysler when DaimlerChrysler would deny responsibility for the defect, thereby forcing consumers to live with the dangerous condition, sell the vehicle at a loss or incur the expense of repairing the defects (usually with defective replacement parts). In addition, DaimlerChrysler deliberately mislead (and continues to this day to mislead) the National Highway Traffic Safety Administration (NHTSA) about the nature and extent of the problems associated with the “steering system” on the LH, all while both it and TRW keep the problems concealed from consumers and others; and

- e. The attitude and conduct of DaimlerChrysler and TRW regarding the defects in the “steering system” of the LH vehicles, upon the discovery of those defects, was reprehensible and was motivated, in whole or in part, by a desire to conceal the defects from consumers and governmental regulators, to continue trying to maximize market share with the LH platform of vehicles, to continue profiting from the sale of aftermarket parts, and to avoid the immense costs associated with an admission that the LH vehicles contained a safety related defect in the “steering system” and should be recalled.
62. The acts of all the defendants combined, joined and concurred to create single and indivisible injuries to all of the plaintiffs and, therefore, all of the defendants are joint tortfeasors and are jointly and severally liable to plaintiffs for the damages set forth herein.

First Cause of Action: Product Liability Against DaimlerChrysler and TRW

63. Plaintiffs incorporate herein by reference all allegations set forth in paragraphs 1 through 62 above.
64. DaimlerChrysler designed, tested, manufactured, assembled, labeled, marketed, distributed and sold the subject Intrepid.

65. DaimlerChrysler and TRW jointly designed, tested, manufactured, assembled, labeled, marketed, distributed and sold the “steering system” in the subject Intrepid.

66. Pursuant to R.C. §2307.75, the “steering system” in the subject Intrepid was defective in design when it left the control of DaimlerChrysler and TRW, and the Intrepid was defective in design when it left the control of DaimlerChrysler, in numerous respects, including but not limited to the following:

- a. The design of the “steering system” was not compatible with the design of other systems in the vehicle, including the drive train and the front suspension system, thereby causing or contributing to cause sudden, premature and unnecessary failure of its various assemblies and components. The sudden, premature and unnecessary failure of these assemblies and components created substantial hazards to the occupants of the vehicle and those persons in proximity thereto, and created the need for vigilant, ongoing, repetitive and properly performed maintenance on the system.
- b. The “steering system” was designed in such a way that it was difficult to undertake and properly perform inspections, repairs and maintenance on the various assemblies and components of the system, including inspections, repairs and maintenance which would not have been needed had a non-defective design been utilized in the first place, making it foreseeable to DaimlerChrysler and TRW that such inspections, repairs

and maintenance would not be performed or would be performed inadequately, incorrectly or otherwise negligently, thereby creating substantial hazards to the occupants of the vehicle and those persons in proximity thereto.

- c. The “steering system” utilized a rack and pinion design that placed dangerously high loads or forces on the inner tie rod ends when the vehicle was turned, particularly as the inner tie rod bushings and steering gear bushings began to degrade, which loads or forces caused or contributed to cause sudden, premature and unnecessary failure of its various assemblies and components. The sudden, premature and unnecessary failure of these assemblies and components created substantial hazards to the occupants of the vehicle and those persons in proximity thereto, and created the need for ongoing, repetitive and properly performed maintenance on the system.

- d. The bushings used at (1) the rack and pinion steering gear interface with the vehicle’s structure, and (2) the inner tie rod interface with the rack and pinion steering gear, were unsuitable and prone to sudden, premature and unnecessary failure when used under foreseeable driving conditions, thereby causing or contributing to cause sudden, premature and unnecessary failure of the various assemblies and components of the “steering system.” The sudden, premature and unnecessary failure of these assemblies and components created substantial hazards to the

occupants of the vehicle and those persons in proximity thereto, and created the need for vigilant, ongoing and repetitive maintenance on the system.

e. The torque values established by DaimlerChrysler and TRW for the bolts that attach the inner tie rods to the rack and pinion steering gear on the subject Intrepid were grossly inadequate to maintain a safe and reliable connection between the tie rods and the steering gear. These inadequate torque values caused or contributed to cause circumstances where the inner tie rod ends could break or where one or both of the attachment bolts could back out, loosen, shear or otherwise fail without warning, thereby causing the driver of the vehicle to lose control of the vehicle, creating substantial hazards to the occupants of the vehicle and those persons in proximity thereto.

f. The design of the inner tie rod plate and locking bracket used by DaimlerChrysler and TRW in an effort to keep the tie rod attachment bolts from backing out of the rack and pinion steering gear was grossly inadequate to perform its intended function, i.e. to maintain a safe, tight and reliable connection between the tie rods and the steering gear. The failure of the plate/locking bracket to perform its intended function caused or contributed to cause circumstances where the inner tie rod ends could break or one or both of the attachment bolts could back out, loosen, shear or otherwise fail without warning, thereby causing the driver of the vehicle

to lose control of the vehicle, creating substantial hazards to the occupants of the vehicle and those persons in proximity thereto.

- h. The design of the bolts used by DaimlerChrysler and TRW to attach the inner tie rods to the rack and pinion steering gear was grossly inadequate to perform its intended function, i.e. to maintain a safe, tight and reliable connection between the tie rods and the steering gear. The design of the bolts, particularly when coupled with the limited access to the bolts that resulted from the other defects in the “steering system” as set forth above, made it foreseeable and, in fact, highly likely, that the bolts would not and could not be tightened to a proper level of torque. The inability to tighten these bolts to the proper level of torque caused or contributed to cause circumstances where the inner tie rod ends could break or one or both of the attachment bolts could back out, loosen, shear or otherwise fail without warning, thereby causing the driver of the vehicle to lose control of the vehicle, creating substantial hazards to the occupants of the vehicle and those persons in proximity thereto.
67. Pursuant to R.C. §2307.76(A)(1), the subject Intrepid and its “steering system” was defective due to inadequate warnings and instructions when it left the control of DaimlerChrysler and TRW in numerous respects, including but not limited to the following:
- a. DaimlerChrysler and TRW knew or, in the exercise of reasonable care, should have known about the risks presented by the “steering system” as it

was designed by DaimlerChrysler and TRW as more fully described above; and

- b. DaimlerChrysler and TRW failed to provide the warnings and instructions that a manufacturer exercising reasonable care would have provided concerning the risks presented by the “steering system” as it was designed by DaimlerChrysler and TRW as more fully described above, in light of the likelihood that the “steering system” in the subject Intrepid would fail and cause a serious and substantial crash.
 - c. The design of the service manuals, owner’s manual, maintenance schedules and other similar documents by DaimlerChrysler and TRW for use on the LH vehicles, including the subject Intrepid, was defective because these documents were inadequate to inform service technicians and consumers about the need to service the various parts of the “steering system” at certain times, the proper way to service the various parts of the “steering system,” and the vital importance of properly servicing the various parts of the “steering system” so that the LH vehicles, including the subject Intrepid, could be safely operated.
68. Pursuant to R.C. §2307.76(A)(2), the subject vehicle was defective due to inadequate post-marketing warnings and instructions in numerous respects, including but not limited to the following:

- a. DaimlerChrysler and TRW knew or, in the exercise of reasonable care, should have known about, the risks presented by the “steering system” as it was designed by DaimlerChrysler and TRW as more fully described above; and
- b. DaimlerChrysler and TRW failed to provide the warnings and instructions that a manufacturer exercising reasonable care would have provided concerning the risks presented by the “steering system” as it was designed by DaimlerChrysler and TRW as more fully described above, in light of the likelihood that the “steering system” in the subject Intrepid would fail and cause a serious and substantial crash.
- c. After DaimlerChrysler and TRW began to learn of field failures involving the “steering system” on the LH vehicles, they failed to update the service manuals, owner’s manuals, maintenance schedules and other similar documents that were being used for the LH vehicles, including the subject Intrepid. These documents were defective because they were inadequate to inform service technicians and consumers about the need to service the various parts of the “steering system,” the proper way to service the various parts of the “steering system,” and the vital importance of properly servicing the various parts of the “steering system” so that the LH vehicles, including the subject Intrepid, could be safely operated. In sum, DaimlerChrysler and TRW knew, or in the exercise of reasonable care, should have known about, the risks associated with the design of the

“steering system” yet they failed to provide adequate warnings and instructions on those subjects, despite the likelihood that the product would cause serious harm, if not death, to the occupants of the vehicle and those persons in proximity thereto in the event of a failure.

- d. After DaimlerChrysler and TRW began to learn of field failures involving the “steering system” on the LH vehicles, DaimlerChrysler and TRW had an obligation to inform consumers about the safety related defects in the “steering system” of the LH vehicles, including the subject Intrepid, and to recall and replace the defective components without cost to the consumer. DaimlerChrysler and TRW not only failed to take these steps, they jointly and actively concealed this information from consumers and others entitled to the information.
69. The defects listed above caused or contributed to cause the subject Intrepid to cross into Shannon and Mitchell _____’s lane of travel and strike the _____ vehicle head-on.
 70. The defects listed above caused or contributed to cause the injuries and damages to plaintiffs as set forth above.
 71. Plaintiffs are entitled to recover such punitive damages as may be awarded which bear a rational relationship to the sum reasonably needed to punish defendants or to deter them or others from engaging in this or similarly wrongful conduct in the future or to make an example out of them.

WHEREFORE, plaintiffs pray for judgment in their favor on the First Cause of Action of their Complaint against DaimlerChrysler and TRW, for actual damages in an amount exceeding \$25,000.00, for punitive damages, for interest, and for all such other and further relief as the Court deems just and proper.

Second Cause of Action: Negligence Against DaimlerChrysler and TRW

72. Plaintiffs incorporate herein by reference all allegations set forth in paragraphs 1 through 71 above.

73. DaimlerChrysler and TRW had a duty to use reasonable care in the design, testing, manufacturing, assembling, labeling, marketing, distribution and sale of the “steering system” in the subject Intrepid, the subject Intrepid and all related service publications, owner’s manuals and related documentation.

74. DaimlerChrysler and TRW had a duty to provide some or all of the information about the problems, defects and hazards associated with the “steering system” in the subject Intrepid to the owners of the vehicle, both before and after the owners purchased the vehicle, to dealers, aftermarket parts suppliers, service technicians and to NHTSA.

75. DaimlerChrysler and TRW held themselves out as experts in the automotive business and as such, had a duty to provide all material information that they knew or had reason to know about the “steering system” in the subject Intrepid to

the owners of the vehicle, both before and after the owners purchased the vehicle, to dealers, aftermarket parts suppliers, service technicians and to NHTSA.

76. DaimlerChrysler and TRW breached the duties set forth herein. The subject “steering system” and subject Intrepid were in a defective condition at the time they left the control of defendants. The negligently created defects in the “steering system” and subject Intrepid at the time they left the control of defendants included all of the defects set forth above, as well as, but not limited to, the following:

- a. Defendants failed to conduct a proper FMEA on the design, assembly and service aspects of the “steering system” or its individual parts;
- b. Defendants failed to properly test the “steering system” in the environment it was expected to operate in;
- c. Defendants failed to conduct a pre-production review of service procedures for the inner tie rods;
- d. Defendants failed to create a viable, workable process and/or procedures for performing service work on the inner tie rods;
- e. Defendants failed to recommend service intervals for the inner tie rod attachment mechanisms;
- f. Defendants failed to conduct any appropriate failure analysis when they learned of field and warranty problems with the “steering system”;

- g. Defendants failed to advise dealers, aftermarket parts suppliers, service technicians and others in similar businesses of the problems associated with the “steering system” and to check and inspect any and all LH vehicles for loose, worn, broken, inadequately repaired, altered or defective parts in the “steering system” for any LH vehicle that was brought to any such business for any purpose;
- h. Defendants failed to remove defective parts from parts inventories once they determined the parts were defective, were causing consumers to lose control of their LH vehicles, and were replaced with newly designed parts intended by defendants to eliminate the defective systems;
- i. Defendants failed to analyze and/or monitor the manner in which service technicians were conducting repairs on the defective “steering system” in LH vehicles and failed to provide detailed, in-depth training to such persons on how to recognize and repair the defective systems;
- j. Defendants failed to warn consumers of the defects in the “steering system”;
- k. Defendants failed to determine that the problems with the “steering system” in the LH vehicles constituted a safety related defect under NHTSA regulations, thus requiring notification and recall of all affected vehicles.

77. The “steering system” and the subject Intrepid were expected to reach the ultimate consumer and did reach the ultimate consumer without substantial change in the condition in which they were designed, tested manufactured, labeled, advertised, marketed, distributed and sold, and were being used at the time of the crash in a manner reasonably anticipated and foreseen by defendants.
78. The acts and omissions listed above caused or contributed to cause the subject Intrepid to cross into Shannon and Mitchell _____’s lane of travel and strike the _____ vehicle head-on.
79. The acts and omissions listed above caused or contributed to cause the injuries and damages to plaintiffs as set forth above.
80. Plaintiffs are entitled to recover such punitive damages as may be awarded which bear a rational relationship to the sum reasonably needed to punish defendants or to deter them or others from engaging in this or similarly wrongful conduct in the future or to make an example out of them.

WHEREFORE, plaintiffs pray for judgment in their favor on the Second Cause of Action of their Complaint against DaimlerChrysler and TRW, for actual damages in an amount exceeding \$25,000.00, for punitive damages, for interest, and for all such other and further relief as the Court deems just and proper.

Third Cause of Action: Negligence Against Tansky, Inc.,

Tansky, Inc. d/b/a Tansky’s Buy Here-Pay Here,

N. Maple Buy-Pay Here, Inc. d/b/a Tansky’s Buy Here-Pay Here,

Muffler & Tire Center, Inc. and Finitzer Chrysler Plymouth, Inc.

81. Plaintiffs incorporate herein by reference all allegations set forth in paragraphs 1 through 62 above.
82. Defendants Tansky, Inc., Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here, N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here, Muffler & Tire Center, Inc. and Finitzer Chrysler Plymouth, Inc., and all their agents, had a duty to use reasonable care in the sale and/or repair and/or maintenance of the subject Intrepid and the "steering system" in the subject Intrepid.
83. Defendants and their agents breached the duties set forth herein by, among other things:
 - a. Failing to use ordinary care in the inspection of the "steering system" when the subject Intrepid was in their possession;
 - b. Failing to use ordinary care in the repair of the "steering system" when the subject Intrepid was in their possession;
 - c. Failing to use ordinary care in the maintenance of the "steering system" when the subject Intrepid was in their possession; and
 - d. Failing to provide instructions or warnings to the owners of the subject Intrepid of the need for and importance of timely and proper servicing to the "steering system" on the subject Intrepid, both before and after the vehicle was in their possession.

84. The acts and omissions listed above caused or contributed to cause the subject Intrepid to cross into Shannon and Mitchell _____'s lane of travel and strike the _____ vehicle head-on.

85. The acts and omissions listed above caused or contributed to cause the injuries and damages to plaintiffs as set forth above.

WHEREFORE, plaintiffs pray for judgment in their favor on their Third Cause of Action of their Complaint against Tansky, Inc., Tansky, Inc. d/b/a Tansky's Buy Here-Pay Here, N. Maple Buy-Pay Here, Inc. d/b/a Tansky's Buy Here-Pay Here, Muffler & Tire Center, Inc. and Finitzer Chrysler Plymouth, Inc., for actual damages in an amount exceeding \$25,000.00, for interest, and for all such other and further relief as the Court deems just and proper.

Pursuant to OH.Civ.R. 38, Plaintiffs Demand A Trial By Jury On All Issues

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